



Standard Form of Supplement to an Agreement between Owner and Designer

Part A:

A.1 This SUPPLEMENT AGREEMENT is made this _____ day of _____ in the year _____
by and between the **State of Tennessee**

DEPARTMENT OF FINANCE AND ADMINISTRATION on the behalf of the

<<State Agency>>

hereinafter called the **Owner**, and

<<Designer>>

<<Designer Address>>

<<City>>, <<State>>, <<Postal Code>>

hereinafter called the **Designer**.

A.2 WITNESSETH, whereas both parties have heretofore executed an Agreement regarding the following project:

<<Project Name>>

<<Project Location>>

<<SBC Project No.>>

A.3 WITNESSETH, said Agreement is dated:

<<Date of Original Contract>>

A.4 WITNESSETH, said Agreement has been previously modified by Supplements dated:

<<Prior Supplement Dates>>

A.5 WITNESSETH, said Agreement, as modified by the Supplements identified above, provides for the Designer to perform Design Services for the project as described in paragraphs

<<First Paragraph>> through <<Final Paragraph>>

of the Terms and Conditions, and provides for a **Maximum Allowable Construction Cost** not to exceed

<<MACC>>/100 TH DOLLARS

\$<<MACC>>

unless adjusted by the Owner by written Supplemental Agreement.

A.6 And WHEREAS the parties desire to amend the Agreement.

NOW, THEREFORE, the parties agree as follows.

Part B:

B.1 Except as herein modified or changed in any respect, all provisions contained in the Agreement prior to this modification, including the Terms and Conditions, are hereby renewed and confirmed.

B.2 Scope and budget of Project:

B.2.1 The **Scope** of the project shall be:
 <<Scope>>

B.2.2 The **Maximum Allowable Construction Cost** shall be:

 <<MACC>>/100TH DOLLARS

 \$<<MACC>>

B.3 **Services and compensation:**

B.3.1 Design Services shall include those described in the following paragraphs of the Terms and Conditions:

 <<First Paragraph>> through <<Final Paragraph>>

B.3.2 Payment made to the Designer by the Owner under the Agreement prior this supplement shall constitute payment toward the total lump sum fee or the maximum fee due under the Agreement after this Supplement.

B.3.3 The compensation to the Designer, in accordance with the Terms and Conditions, shall be

 <<Compensation>>/100TH DOLLARS

 \$<<Compensation>>

Part C:

C.1 **Professional Liability Insurance** coverage, as set forth in the Terms and Conditions, is required as follows:

 <<Insurance>>/100TH DOLLARS MINIMUM

 \$<<Insurance>> Minimum

Part D:

D.1 The Designer agrees to a schedule as follows:

☐ To complete services described in paragraphs 2-1-1 through 2-1-21 of this Agreement within
<<DDP>>
calendar days from the date of Notice to Proceed:

AND

☐ To complete services described in paragraphs 2-1-22 through 2-1-26 of this Agreement within
an additional
<<CDP>>
calendar days from approval of the work performed in paragraphs 2-1-1 through 2-1-21 of the Terms
and Conditions

Reviewed and approved:

By: _____ Date: _____
State Architect or designee

In witness whereof, the Owner and the Designer have executed this Agreement.

Designer:<<Designer>>

Person(s) signing for Designer must be named as Principal above

By: _____

Title: _____

Date: _____

Comptroller: *(for Compliance with Policy & Statute)*
if over \$50K

By: _____

Date: _____

Owner: **State of Tennessee**
*As required by State Building Commission policy and requirements of
the Contracting Agency*

Attorney General: *(for Form and Legality)*
if over \$100K

By: _____

Date: _____

By: _____

Date: _____